

## SafeTown™ Subscriber Terms of Service Agreement

### ABOUT THESE TERMS

This Subscriber Terms of Service Agreement ("Agreement") informs you of your rights and responsibilities related to the use of this service, and identify what you can expect from this service. You are required to read, understand, and agree to this Agreement in its entirety, including the following:

- At least once every six months, you must confirm the information within your Household Profile is accurate. Failure to do so may prevent your Household Profile from being provided to Emergency Service Providers.
- You are voluntarily registering and providing all submitted information under your own free will; you agree to the terms herein regarding the Site's ability to share information and communications you submit in connection with your use of the Site (other than your password) with law enforcement agencies and/or public safety officials to facilitate information exchange, respond to emergencies and for other official uses and you hereby consent to such disclosure.
- Your Household Profile is displayed to Emergency Service Providers when you place a 9-1-1 call, and your call is received by a 9-1-1 call center having access to the SafeTown service.
- Some Emergency Service Providers have the ability to view profiles in order to facilitate emergency planning and response. Your profile will be included in search results only if you explicitly elect to share your profile with both Emergency Management and 9-1-1 Call Centers.
- You must only provide Household Profile information about other individuals or addresses when you have the express permission to do so.
- Your Household Profile is provided to Emergency Service Providers on a best-effort basis. There are many factors, both technical and operational, that may prevent your profile from being shared with Emergency Service Providers, or that may prevent Emergency Service Providers from viewing or acting upon your profile.
- SafeTown and related Services are not available in all areas.
- **DO NOT RELY ON SafeTown™, InterAct™ AND/OR ANY SERVICES RELATED TO THIS SITE FOR ANY EMERGENCY COMMUNICATION WHATSOEVER TO LAW ENFORCEMENT OR FIRST RESPONDERS. IN THE EVENT OF AN EMERGENCY, PLEASE DIAL 9-1-1. THE SERVICES AVAILABLE VIA SafeTown™, InterAct™ AND/OR THIS SITE ARE OFFERED AS A CONVENIENCE ONLY. YOU ARE SOLELY RESPONSIBLE FOR PROCURING SUCH SERVICES AND YOU ACKNOWLEDGE THAT SafeTown™ AND InterAct™ ARE NOT RESPONSIBLE FOR, AND YOU EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE SafeTown™, InterAct™ AND THEIR OWNERS, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY CLAIMS RELATED TO YOUR FAILURE TO INDEPENDENTLY OBTAIN OR USE 9-1-1 OR OTHER EMERGENCY SERVICES.**
- **PLEASE NOTE THAT PROVIDING INTENTIONALLY MISLEADING INFORMATION TO 9-1-1 CALL TAKERS IS POTENTIALLY A CRIME AND IS GROUNDS FOR TERMINATION OF INTERACT'S SAFETOWN SERVICE.**

### ACCEPTANCE OF TERMS

SafeTown™ ("SafeTown"), a service of COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems ("InterAct™") welcomes you as a Subscriber to its services. InterAct provides its services to you subject to the terms and conditions of this Agreement. By agreeing to subscribe to SafeTown Services, you are bound by the terms and conditions of this Agreement. In this Agreement you are sometimes referred to as "you" or "Subscriber." InterAct reserves the right to change this site and these terms and conditions at any time. **Accessing, browsing, or otherwise using the site indicates your agreement to all the terms and conditions in this agreement. Please read this agreement carefully before proceeding.**

Subject to the terms and conditions of this Agreement, InterAct hereby grants you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purposes noted herein and not for any commercial use or use on behalf of any third party, except as explicitly permitted by InterAct in

advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by InterAct in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by InterAct in advance. InterAct reserves the right to refuse service or terminate Subscriptions in its discretion, including, without limitation, if InterAct believes that Subscriber's conduct violates applicable law or is harmful to InterAct's interests.

You shall not upload to, distribute, or otherwise use this Site or publish through this Site any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or that is unlawful or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties; (d) involves sending unsolicited or unauthorized email, advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (e) harvests, collects, gathers or assembles information or data regarding other users, including email addresses; (f) involves submitting any content that contains any falsehoods or misrepresentations; (g) uses the Site in any manner that may give a false or misleading impression, attribution or statement as to the Site or any third party; or (h) uses the Site in a manner which could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and InterAct has no obligation to investigate the authorization or source of any such access or use of the Site.

SafeTown Service provides various information services and features to you, as a Subscriber, including a means to make User Submissions and a means to automatically make critical care and rescue related information about you and your household ("Subscriber Critical Care Information" or "Household Profile") available to emergency service providers including 9-1-1 call centers, 9-1-1 call takers, police officers, fire fighters, emergency management and emergency medical personnel ("Emergency Service Providers") by dialing 9-1-1 from any Subscriber Phone Number registered with SafeTown. Any telephone that is connected to a telephone line, wireless telephone service, or other telephone service associated with a registered Subscriber Phone Number is a "Subscriber Phone" under this Agreement.

Some Emergency Service Providers may elect to use InterAct proactive query tools which allow the subscribing Emergency Service Provider to query the SafeTown database for Subscriber Information which meets their query criteria. Your Subscriber Critical Care Information will be included in SafeTown query results only when your Subscriber Information includes an address within the Emergency Service Provider's jurisdiction and you have authorized InterAct to share your Subscriber Information outside of a 9-1-1 call.

As used in this Agreement, the term "Subscriber Critical Care Information" includes all of the account information (other than Subscriber Account Information) pertaining to you or your household, including information regarding any other person or pet that you designate as part of your residence (hereinafter, your "Household"), that you choose to place on SafeTown's databases or otherwise provide or make available to InterAct. Subscriber Critical Care Information also includes information collected through the use of SafeTown and dialing 9-1-1, such as the phone number placing a call into 9-1-1, and the location of a mobile phone registered with a household. As used herein, the term "Subscriber Account Information" means information regarding your Subscriber Account that is not critical care or rescue related information, and the term "Subscriber Information" includes Subscriber Critical Care Information, Subscriber Account Information, communications history, and any other information relating to your Subscriber Account. The term "User Submission" refers to any information (including, but not limited to facts, tips, reports, opinions, content and/or other materials) the Site may permit you to upload, store and/or submit that does not include Subscriber Information.

As a Subscriber, you have full responsibility for the content and accuracy of your Subscriber Information and User Submissions and you assume all risks associated with providing such information. InterAct does not verify or update any such information. You may not state or imply that your Subscriber Information and/or User Submissions are in any way provided, sponsored or endorsed by the Site. By providing any User Submissions, you grant the Site and InterAct a perpetual, irrevocable, unlimited, royalty-free right and license, with the right to sublicense, to access, distribute, perform, display, use, modify, and create derivative works of such User Submission, upon submission of the User Submission, for the purpose of providing the Site and to share your information with law enforcement agencies and/or public safety officials. You represent and warrant that you are authorized to grant the foregoing license. The Site reserves the right at

all times to disclose any Subscriber Information and User Submissions, as necessary to satisfy any applicable law, regulation, legal process or governmental request. When the information you have placed on SafeTown's databases or submitted via the Site changes, it is your responsibility to update the information. As a Subscriber, you control the content of Subscriber Critical Care Information on SafeTown's databases and permission to access information about you through SafeTown's secure Web site, [www.safetown.org](http://www.safetown.org) and related sites, using your account username and password.

Access to Subscriber Information is password-protected. You are responsible for keeping your Password secure at all times. You will be solely responsible for all access to and use of this site by anyone using your account name and password whether or not such access to and use of this site is actually authorized by you, including without limitation, all communications and transmissions and all obligations incurred through such access or use. You are solely responsible for protecting the security and confidentiality of your password. You shall immediately notify InterAct of any unauthorized use of your password or any other breach or threatened breach of this Site's security.

When you dial 9-1-1 from a Subscriber Phone, your Subscriber Phone Number will be detected by a 9-1-1 call center that serves the area from which you are calling ("Local 9-1-1 Call Center"). Provided that the Local 9-1-1 Call Center has InterAct's SafeTown technology, the SafeTown technology will use your Subscriber Phone Number to access the Subscriber Critical Care Information that you placed on SafeTown's databases and make that information available to Emergency Service Provider personnel via the Local 9-1-1 Call Center. Not all Local 9-1-1 Call Centers have access to SafeTown data. By accepting this Agreement, you acknowledge that your Subscriber Critical Care Information will not be available to every 9-1-1 Call Center on every 9-1-1 call you make. A 9-1-1 call from any of the Subscriber Phone Numbers associated with a Household will constitute permission by the Subscriber for InterAct to release to Emergency Service Providers all Subscriber Critical Care Information stored in SafeTown's database for every person and pet associated with the Household.

Some Local 9-1-1 Call Centers also allow you to make certain information available to them even if you do not call 9-1-1 from a Subscriber Phone. This is the "Requested Disclosure Option". By providing this information in your Subscriber Critical Care Information, you are granting permission for InterAct, through SafeTown's database, to provide this information to the Local 9-1-1 Call Center you specify to view this information even if you have not called 9-1-1.

InterAct will attempt to make your Subscriber Critical Care Information available to Emergency Service Providers when you dial 9-1-1 or when you have granted permission for them to do so; however, InterAct has no control over the conditions that may arise during an emergency and takes no responsibility for data transport lines or other facilities being operative, for 9-1-1 call takers viewing or conveying Subscriber Critical Care Information to Emergency Service Providers, or for Emergency Service Providers using your Subscriber Critical Care Information for provision of emergency services.

In certain areas, 9-1-1 calls may be routed to different Local 9-1-1 Call Centers depending on whether the caller requires police, fire or emergency medical assistance. In such areas, one Local 9-1-1 Call Center may utilize InterAct SafeTown technology and information, while another may not. InterAct has no control over the manner in which 9-1-1 calls may be routed and therefore cannot guarantee that Emergency Service Providers responding to a particular 9-1-1 call will have access to SafeTown information. InterAct has no control over the possibility that 9-1-1 calls may be routed to a 9-1-1 call center that does not have access to InterAct information or services because it has elected not to use SafeTown Service.

## **DISCLAIMER – THIS IS NOT AN EMERGENCY REPORTING WEBSITE**

YOU UNDERSTAND AND AGREE THAT YOU WILL NOT RELY ON SafeTown™, InterAct™ AND/OR ANY SERVICES RELATED TO THIS SITE FOR ANY EMERGENCY COMMUNICATION WHATSOEVER TO LAW ENFORCEMENT OR FIRST RESPONDERS. IN THE EVENT OF AN EMERGENCY, PLEASE DIAL 9-1-1. THE SERVICES AVAILABLE VIA SafeTown™, InterAct™ AND/OR THIS SITE ARE OFFERED AS A CONVENIENCE ONLY. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR PROCURING SUCH SERVICES AND YOU ACKNOWLEDGE THAT SafeTown™ AND InterAct™ ARE NOT RESPONSIBLE FOR, AND YOU EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE SafeTown™, InterAct™ AND THEIR OWNERS, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY CLAIMS RELATED TO YOUR FAILURE TO INDEPENDENTLY OBTAIN OR USE 9-1-1 OR OTHER EMERGENCY SERVICES.

Neither SafeTown™, InterAct™ nor any participating agencies makes any guarantees as to (or assumes any responsibility for) if, how or when any submitted information may or may not be acted upon by law enforcement.

## **SUBSCRIBER RESPONSIBILITIES**

AS A SUBSCRIBER, YOU UNDERSTAND AND ACCEPT FULL LEGAL RESPONSIBILITY FOR THE CONTENT OF ALL

INFORMATION THAT YOU HAVE INCLUDED AS PART OF YOUR USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION. YOU AS A SUBSCRIBER UNDERSTAND AND ACCEPT FULL LEGAL RESPONSIBILITY FOR THE TRUTHFULNESS, ACCURACY AND SUFFICIENCY OF YOUR USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION. YOU ARE RESPONSIBLE TO MAKE SURE THAT SUCH SUBMISSIONS AND INFORMATION IS CURRENT AND ACCURATE AT ALL TIMES. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE VOLUNTARILY REGISTERING AND PROVIDING ALL SUBMISSIONS AND INFORMATION UNDER YOUR OWN FREE WILL.

YOU AGREE TO ONLY INCLUDE SUBSCRIBER INFORMATION ABOUT ADULTS AND/OR CHILDREN FOR WHOM YOU HAVE APPROPRIATE LEGAL RESPONSIBILITY OR APPROPRIATE CONSENT. AS A SUBSCRIBER, YOU TAKE FULL LEGAL RESPONSIBILITY FOR INCLUDING OR NOT INCLUDING CRITICAL CARE AND OTHER INFORMATION ABOUT ALL PERSONS THAT YOU INCLUDE AS PART OF YOUR SUBSCRIBER CRITICAL CARE INFORMATION.

YOU UNDERSTAND THAT INTERACT IS NOT ABLE TO LOCATE ALL MOBILE PHONES AND THAT THIS ABILITY WILL DEPEND IN PART UPON FACTORS SUCH AS TELEPHONE SERVICE PROVIDER, TELEPHONE SERVICE PROVIDER ACCOUNT LIMITATIONS OR DEVICE LIMITATIONS.

YOU UNDERSTAND AND AGREE TO MANAGE YOUR WIRELESS TELEPHONE SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, AND SUBSCRIBER LOCATION OPT-IN STATUS AS REQUIRED TO ALLOW THE SAFETOWN SERVICE TO LOCATE AND COMMUNICATE WITH YOUR WIRELESS PHONE. THESE ACTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ENSURING YOU HAVE ANY NECESSARY DATA PLANS ENABLED ON YOUR WIRELESS TELEPHONE SERVICE PROVIDER ACCOUNT, ENSURING YOUR ACCOUNT AND WIRELESS PHONE LOCATION PRIVACY OPTIONS ARE CONFIGURED TO ALLOW SAFETOWN TO RETRIEVE YOUR LOCATION, AND ANY SOFTWARE REQUIRED TO SUPPORT SAFETOWN LOCATION IS INSTALLED AND MAINTAINED ON YOUR WIRELESS DEVICE.

YOU UNDERSTAND THAT ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. A VARIETY OF FACTORS AFFECT THE AVAILABILITY OF MOBILE LOCATION. YOUR WIRELESS DEVICE MUST BE TURNED ON, CHARGED AND LOCATED WITHIN A SUPPORTED WIRELESS NETWORK COVERAGE AREA, AMONG OTHER FACTORS. AVAILABILITY AND ACCURACY OF ANY AVAILABLE LOCATION INFORMATION IS SUBJECT TO NETWORK CAPABILITIES, ENVIRONMENTAL CONDITIONS SUCH AS STRUCTURES, BUILDINGS, WEATHER, GEOGRAPHY, LANDSCAPE, AND TOPOGRAPHY, AVAILABLE DATA, ATMOSPHERIC CONDITIONS AND OTHER FACTORS ASSOCIATED WITH USE OF WIRELESS NETWORKS, SATELLITES AND SATELLITE DATA. SAFETOWN CANNOT LOCATE DEVICES THAT ARE NOT IN THE UNITED STATES. AVAILABILITY, SECURITY, SPEED, TIMELINESS, ACCURACY AND RELIABILITY OF SERVICE ARE NOT GUARANTEED.

YOU UNDERSTAND AND AGREE THAT YOU BEAR THE SOLE AND ENTIRE RESPONSIBILITY TO KEEP YOUR SUBSCRIBER INFORMATION ACCURATE AND CURRENT ON INTERACT'S DATABASES.

YOU UNDERSTAND AND AGREE THAT NEITHER THE SITE, INTERACT NOR THE TELEPHONE SERVICE PROVIDER FOR A SUBSCRIBER PHONE NOR ANY EMERGENCY SERVICE PROVIDER SHALL AT ANY TIME UNDERTAKE OR HAVE ANY DUTY OR OBLIGATION TO UNDERTAKE TO VERIFY OR UPDATE YOUR USER SUBMISSIONS OR YOUR SUBSCRIBER INFORMATION ON INTERACT'S SAFETOWN DATABASES.

YOU UNDERSTAND AND AGREE THAT THE SOLE MEANS FOR UPDATING OR OTHERWISE MODIFYING YOUR SUBSCRIBER INFORMATION IS THROUGH ACCESS TO SUBSCRIBER INFORMATION SCREENS FOR A SUBSCRIBER ACCOUNT ON THE SAFETOWN WEB SITE.

YOU UNDERSTAND AND AGREE THAT EMERGENCY SERVICE PROVIDERS MAY RELY UPON YOUR USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION WHEN RESPONDING TO A 9-1-1 CALL, PLANNING FOR A DISASTER, OR RESPONDING TO AN EMERGENCY IN ACCORDANCE WITH YOUR SUBSCRIBER INSTRUCTIONS. (PLEASE NOTE THAT PROVIDING INTENTIONALLY MISLEADING INFORMATION IS POTENTIALLY A CRIME AND IS GROUNDS FOR TERMINATION OF YOUR SUBSCRIPTION TO INTERACT'S SAFETOWN SERVICE.)

YOU UNDERSTAND AND AGREE THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO SAFETOWN SERVICE OR INTERACT TECHNOLOGY.

YOU UNDERSTAND AND AGREE THAT OTHER METHODS OF SUPPLYING INFORMATION TO EMERGENCY

SERVICE PROVIDERS ARE AVAILABLE TO YOU, INCLUDING THE TRANSMISSION OF INFORMATION OVER THE PHONE WHEN MAKING A 9-1-1 CALL. SAFETOWN SERVICE ENHANCES YOUR ABILITY TO COMMUNICATE CRITICAL CARE INFORMATION TO EMERGENCY SERVICE PROVIDERS; SAFETOWN PERMITS YOU TO DETERMINE, IN ADVANCE, OUTSIDE THE PRESSURE OF AN EMERGENCY, THE CRITICAL CARE INFORMATION YOU WOULD LIKE TO HAVE COMMUNICATED QUICKLY AND IN A PRE-ORGANIZED MANNER TO EMERGENCY SERVICE PROVIDERS. HOWEVER, DUE TO THE RANGE AND VARIABILITY OF CONDITIONS AND SITUATIONS THAT MAY ARISE DURING AN EMERGENCY, SAFETOWN SERVICE CANNOT AND DOES NOT REPLACE, AND IS NOT INTENDED TO REPLACE, YOUR VERBAL PROVISION OF CRITICAL CARE INFORMATION TO EMERGENCY SERVICE PROVIDERS WHEN MAKING A 9-1-1 CALL OR USING ANY OTHER COMMUNICATION METHOD.

ADDITIONALLY, YOUR PARTICIPATION IN SAFETOWN DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND INTERACT, OR BETWEEN YOU AND EMERGENCY SERVICE PROVIDERS, NOR DOES IT IMPLY THAT ALL OF THE NEEDS YOU HAVE COMMUNICATED VIA YOUR PROVIDED SUBMISSIONS AND/OR INFORMATION WILL BE MET THROUGH PUBLIC ASSISTANCE.

YOU UNDERSTAND AND AGREE THAT YOU WILL NOT RELY ON YOUR SUBSCRIPTION TO SAFETOWN SERVICE OR ANY INFORMATION YOU HAVE SUBMITTED VIA THE SITE OR ENTERED INTO INTERACT'S SAFETOWN DATABASES AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE CRITICAL CARE INFORMATION TO EMERGENCY SERVICE PROVIDERS IN THE EVENT OF AN EMERGENCY.

## **AGREEMENT AUTHORIZING INTERACT TO DISCLOSE SUBSCRIBER INFORMATION**

You authorize InterAct to maintain on its SafeTown databases information provided by you (your Subscriber Critical Care Information) that you wish to be made available to Emergency Service Providers, where technologically possible, when a 9-1-1 call is made from a Subscriber Phone.

You authorize InterAct to disclose, where possible, your Subscriber Critical Care Information associated with any of your Subscriber Phone Numbers to Emergency Service Providers when a 9-1-1 call is made from any of your Subscriber Phones, provided that Emergency Service Providers have arranged with InterAct for access to SafeTown Service.

Through maintaining your Subscriber Account Information settings, you have the option to authorize InterAct to include your Subscriber Critical Care Information in response to queries of the SafeTown database initiated by Emergency Service Providers. Participating Emergency Service Providers may initiate queries of the SafeTown database at their discretion.

You determine the Subscriber Critical Care Information associated with all Subscriber Phone Numbers and addresses by entering such information on Subscriber Information screens on the SafeTown Web site ([www.safetown.org](http://www.safetown.org)).

### **YOU UNDERSTAND AND AGREE AND HEREBY AUTHORIZE INTERACT TO RELEASE AND DISCLOSE YOUR SUBSCRIBER CRITICAL CARE INFORMATION TO EMERGENCY SERVICE PROVIDERS WHERE TECHNOLOGICALLY POSSIBLE UNDER THE FOLLOWING CONDITIONS:**

In the event that a 9-1-1 call is made from a Subscriber Phone, or in the event that Subscriber Critical Care Information is requested by Emergency Service Providers and you have pre-selected the Requested Disclosure Option, you authorize InterAct to release and disclose any or all of the Subscriber Critical Care Information associated with that Subscriber Phone and associated Household to any Emergency Service Providers responding to that 9-1-1 call. You understand and agree that once Subscriber Critical Care Information is made available by InterAct to Emergency Service Providers, either following a 9-1-1 call from a Subscriber Phone or when Subscriber Information is requested from InterAct by Emergency Service Providers and Subscriber has pre-selected the Requested Disclosure Option, it may be transmitted over unsecured Emergency Service Provider radios or may otherwise be made accessible through unsecured communications as part of the information disseminated to or by Emergency Service Providers responding to that 9-1-1 call or to an emergency.

In the event that a non-9-1-1 call made from a Subscriber Phone is routed to an Emergency Service Provider, you understand and agree that the call may be treated as a 9-1-1 call from that Subscriber Phone and that any or all of the Subscriber Critical Care Information associated with that Subscriber Phone may be released and disclosed to Emergency Service Providers responding to that non-9-1-1 call. You further understand and agree that, in such circumstances, Subscriber Critical Care Information may be transmitted over unsecured Emergency Service Provider radios or may otherwise be made accessible through unsecured communications as part of the information disseminated to or by Emergency Service Providers responding to that call.

You authorize InterAct to release any or all of the Subscriber Information associated with a registered address in response to an Emergency Service Provider initiated query of the InterAct SafeTown database under the following circumstances: you have updated your Subscriber Account Information settings to include your Subscriber Critical Care Information in response to Emergency Service Provider initiated queries, and the location of your confirmed registered address is within the jurisdiction of Emergency Services Provider initiating the query, and the Emergency Service Provider executes a query which includes criteria matching aspects of your Subscriber Critical Care information,

You authorize InterAct to release any or all of the Subscriber Information associated with a Subscriber Phone or Subscriber Account to any person to whom Subscriber has provided a username and Password associated with a Subscriber Account.

You understand and agree that it is solely your responsibility to take appropriate precautions to ensure that a Subscriber Phone, username and Password for a Subscriber Account are not accessible to any unauthorized person.

You understand and agree that Subscriber Information in the InterAct SafeTown database is supplied entirely by you. You understand and agree that you are the only person authorized to input Subscriber Information into the Subscriber Information Screens on InterAct SafeTown databases, unless you have authorized another person to use your Subscriber username and Password to enter or modify Subscriber Information on your behalf. You understand and agree that you have sole and entire legal responsibility to enter and maintain current and accurate information as your Subscriber Information on InterAct's SafeTown databases. You accept full legal responsibility for the input and use of any and all Subscriber Information for any Subscriber Phone that you have listed in your Subscriber Account with InterAct. You understand and agree, and hereby warrant to InterAct, that you will provide Subscriber Information for any Subscriber Phone(s) and Subscriber Phone Number(s) in the possession and control of other persons only with the knowledge and authorization of such other persons.

**SERVICE LIMITATIONS, EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES, EXCLUSION OF WARRANTIES, RELEASE, INDEMNIFICATION, LIMITATIONS OF LIABILITY, AND EXCLUSIVE REMEDY.**

AS A SUBSCRIBER, YOU UNDERSTAND AND AGREE THAT SAFETOWN SERVICE WILL ONLY BE PROVIDED WHERE FACILITIES AND OPERATING CONDITIONS PERMIT INTERACT TO PROVIDE SUCH SERVICE AND WHERE 9-1-1 CALL CENTERS OR EMERGENCY MANAGEMENT AGENCIES HAVE ELECTED TO INSTALL AND UTILIZE INTERACT'S SAFETOWN SERVICE.

YOU UNDERSTAND AND AGREE THAT, DURING AN EMERGENCY OR NATURAL DISASTER, UNFORESEEN, UNCONTROLLABLE OR RAPIDLY CHANGING CONDITIONS MAY MAKE IT IMPOSSIBLE FOR INTERACT TO MAKE AVAILABLE, OR FOR EMERGENCY SERVICE PROVIDERS TO RECEIVE, INITIATE, OR UTILIZE, USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION ASSOCIATED WITH A SUBSCRIBER PHONE FROM WHICH A 9-1-1 CALL HAS BEEN MADE, OR WHERE A QUERY OF THE INTERACT SAFETOWN DATABASE HAS BEEN INITIATED BY A EMERGENCY SERVICES AGENCY.

YOU UNDERSTAND AND AGREE THAT INTERACT WILL ATTEMPT TO MAKE YOUR USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION AVAILABLE TO EMERGENCY SERVICE PROVIDERS UNDER THE CIRCUMSTANCES DESCRIBED HEREIN ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND THAT THIS IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY INTERACT FOR SAFETOWN SERVICE. INTERACT MAKES NO REPRESENTATION OR WARRANTY THAT IT WILL ALWAYS BE ABLE TO DO SO OR THAT EMERGENCY SERVICE PROVIDERS WILL ALWAYS BE ABLE TO ACCESS OR UTILIZE YOUR USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION.

YOU UNDERSTAND AND AGREE THAT INTERACT DOES NOT HAVE CONTROL OVER THE NETWORKS, EQUIPMENT OR FACILITIES OF TELEPHONE SERVICE PROVIDERS OR OVER EMERGENCY SERVICE PROVIDER EQUIPMENT OR FACILITIES THAT MAY BE NEEDED, USED FOR OR INVOLVED IN CONNECTING A 9-1-1 CALL TO AN EMERGENCY SERVICE PROVIDER, COLLECTING MOBILE PHONE LOCATION INFORMATION, OR DELIVERING USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION TO AN EMERGENCY SERVICE PROVIDER. INTERACT THEREFORE MAY NOT ALWAYS BE ABLE TO MAKE USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION AVAILABLE TO EMERGENCY SERVICE PROVIDERS, OR FACILITATE COMMUNICATIONS WITH YOU OR OTHERS IDENTIFIED WITHIN YOUR USER SUBMISSIONS AND/OR SAFETOWN SUBSCRIBER ACCOUNT INFORMATION.

YOU UNDERSTAND AND AGREE THAT INTERACT CANNOT LOCATE ALL MOBILE DEVICES. FURTHERMORE, DEVICES WHICH ARE INTERACT LOCATION COMPATIBLE MAY NOT ALWAYS BE LOCATABLE BY INTERACT OR THE TELEPHONE SERVICE PROVIDER. YOU UNDERSTAND AND AGREE THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE THE ABILITY TO RECEIVE OR UTILIZE YOUR USER SUBMISSIONS AND/OR SAFETOWN SUBSCRIBER INFORMATION. YOU ALSO UNDERSTAND AND AGREE THAT, IN AN EMERGENCY, 9-1-1 CALLS MAY BE ROUTED TO EMERGENCY SERVICE PROVIDERS WITH WHICH INTERACT DOES NOT HAVE AN AGREEMENT ALLOWING INTERACT TO MAKE SUBSCRIBER CRITICAL CARE INFORMATION AVAILABLE TO SUCH EMERGENCY SERVICE PROVIDERS, THEREBY RESULTING IN YOUR SUBSCRIBER CRITICAL CARE INFORMATION AND COMMUNICATIONS OPTIONS NOT BEING AVAILABLE TO EMERGENCY SERVICE PROVIDERS.

YOU UNDERSTAND AND AGREE THAT YOU MAY NEED TO PROVIDE THE TELEPHONE NUMBER FOR A SUBSCRIBER PHONE AND OTHER SUBSCRIBER CRITICAL CARE INFORMATION VERBALLY TO EMERGENCY SERVICE PROVIDERS.

YOU UNDERSTAND AND AGREE THAT SAFETOWN SERVICE MAY ENABLE YOU TO COMMUNICATE CERTAIN INFORMATION TO EMERGENCY SERVICE PROVIDERS, BUT THAT DUE TO THE RANGE AND VARIABILITY OF CONDITIONS AND SITUATIONS THAT MAY ARISE DURING AN EMERGENCY, SAFETOWN SERVICE CANNOT AND DOES NOT REPLACE, AND IS NOT INTENDED TO REPLACE, YOUR VERBAL PROVISION OF INFORMATION TO EMERGENCY SERVICE PROVIDERS WHEN MAKING A 9-1-1 CALL, NOR DOES IT REPLACE THE NEED FOR YOU TO PLACE A CALL TO 9-1-1 IN THE EVENT OF AN EMERGENCY.

YOU UNDERSTAND AND AGREE THAT INTERACT, THE TELEPHONE SERVICE PROVIDER(S) FOR A SUBSCRIBER PHONE AND ANY EMERGENCY SERVICE PROVIDER(S), INCLUDING BUT NOT LIMITED TO THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING, TO WHICH INTERACT MAKES SUBSCRIBER'S USER SUBMISSIONS AND/OR INFORMATION AVAILABLE, WHERE IT IS POSSIBLE TO DO SO, ACCEPT NO RESPONSIBILITY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXCLUDE AND DISCLAIM ANY AND ALL LIABILITY WHATSOEVER TO YOU AND ANY OTHER PERSON OR PERSONS CLAIMING THROUGH YOU, INCLUDING BUT NOT LIMITED TO YOUR PERSONAL REPRESENTATIVES, SPOUSE, ASSIGNS, HEIRS AND NEXT OF KIN, FOR ANY AND ALL PERSONAL INJURY TO YOU OR FOR DEATH OR LOSS, INFRINGEMENT OR INVASION OF PRIVACY OF YOU OR ANY OTHER PERSON OR PERSONS, OR FOR ANY LOSS, LIABILITY, DAMAGE, COST OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY YOU OR OTHERS, OR FOR ANY BUSINESS INTERRUPTION, OR FOR ANY PECUNIARY OR ANY OTHER LOSS WHATSOEVER, THAT MAY RESULT FROM FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, OR FOR ANY AND ALL CLAIMS OR DEMANDS THEREFOR, THAT MAY RESULT FROM USE, NON-USE OR INABILITY TO USE SAFETOWN SERVICE OR THAT IS RELATED TO USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION THAT IS INACCURATE, OR THAT IS, OR IS NOT, MADE AVAILABLE TO EMERGENCY SERVICE PROVIDERS, OR THAT IS NOT RECEIVED OR, IF RECEIVED, IS NOT UTILIZED, OR IF UTILIZED, IS NOT PROPERLY OR CORRECTLY UTILIZED, BY ANY EMERGENCY SERVICE PROVIDERS OR ANY OTHER PERSONS, INCLUDING WITHOUT LIMITATION ANY EMERGENCY SERVICE PROVIDER THAT MAY BE RELYING UPON SUCH USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION.

YOU UNDERSTAND AND AGREE THAT INTERACT, THE TELEPHONE SERVICE PROVIDER(S) FOR A SUBSCRIBER PHONE, AND ANY EMERGENCY SERVICE PROVIDER(S), INCLUDING WITHOUT LIMITATION THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING, TO WHICH INTERACT MAKES USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION AVAILABLE, WHERE IT IS POSSIBLE TO DO SO, (A) ARE INTENDED TO BE AND SHALL BE REGARDED AS DIRECT AND/OR THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT BETWEEN YOU AND INTERACT, (B) RESERVE AND MAY ASSERT AGAINST YOU (AND ANY OTHER PERSON OR PERSONS CLAIMING THROUGH YOU, INCLUDING BUT NOT LIMITED TO YOUR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN), ALL OF THE DEFENSES, LIMITATIONS OF SERVICE, DISCLAIMERS AND LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND DISCLAIMERS OF WARRANTIES THAT ARE CONTAINED IN THIS AGREEMENT, AND (C) DO NOT SURRENDER OR RELINQUISH IN ANY MANNER ANY CLAIMS OR DEFENSES THEY MAY OTHERWISE BE ABLE TO ASSERT AGAINST YOU (AND ANY OTHER PERSON OR PERSONS CLAIMING THROUGH YOU, INCLUDING BUT NOT LIMITED TO YOUR PERSONAL REPRESENTATIVES, SPOUSE, ASSIGNS, HEIRS AND NEXT OF KIN) AS A RESULT OF THEIR INVOLVEMENT IN TRANSMITTING OR RESPONDING TO A 9-1-1 CALL, OR SAFETOWN USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION.



YOU UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS EACH OF INTERACT, THE TELEPHONE SERVICE PROVIDER(S) FOR A SUBSCRIBER PHONE AND ANY EMERGENCY SERVICE PROVIDER(S) TO WHICH INTERACT MAKES USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION AVAILABLE, INCLUDING BUT NOT LIMITED TO THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING (ALL COLLECTIVELY REFERRED TO HEREIN AS "RELEASEES"), FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, OR COST OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTION, AND LAWSUITS THEREFOR, IN LAW OR EQUITY, BY YOU OR ANY PERSON DESIGNATED BY YOU AS A MEMBER OF YOUR HOUSEHOLD, OR BY ANY OTHER PERSON OR PERSONS CLAIMING THROUGH YOU, INCLUDING BUT NOT LIMITED TO YOUR PERSONAL REPRESENTATIVES, SPOUSE, ASSIGNS, HEIRS OR NEXT OF KIN, FOR ANY PERSONAL INJURY, DEATH, OR LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY YOU OR OTHERS, OR FOR ANY LOSS, INFRINGEMENT OR INVASION OF PRIVACY OF YOU OR OTHERS, OR FOR ANY BUSINESS INTERRUPTION, OR FOR ANY PECUNIARY OR ANY OTHER LOSS WHATSOEVER, THAT MAY RESULT FROM FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, OR FROM USE, NON-USE OR INABILITY TO USE SAFETOWN SERVICE OR USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION OR FROM USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION THAT IS INACCURATE, THAT IS, OR IS NOT, MADE AVAILABLE TO EMERGENCY SERVICE PROVIDERS, OR THAT IS NOT RECEIVED OR, IF RECEIVED, IS NOT UTILIZED, OR IF UTILIZED, IS NOT PROPERLY OR CORRECTLY UTILIZED BY ANY EMERGENCY SERVICE PROVIDER(S) OR ANY OTHER PERSONS, INCLUDING WITHOUT LIMITATION ANY EMERGENCY RESPONDERS THAT MAY BE RELYING UPON USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION.

RELEASEES MAY, BUT SHALL NOT UNDER ANY CIRCUMSTANCES HAVE ANY DUTY TO, CONTACT ANY PERSON(S) WHOM YOU MAY HAVE IDENTIFIED AS A PERSONAL CONTACT OR PERSON TO BE CONTACTED AS PART OF YOUR SUBSCRIBER CRITICAL CARE INFORMATION, OR TO NOTIFY ANY SUCH PERSON THAT YOU, YOUR HOUSEHOLD, OR ANY MEMBER OF YOUR HOUSEHOLD IS, MAY OR MIGHT BE INVOLVED IN ANY EMERGENCY SITUATION, WHETHER OR NOT YOU MAY HAVE CALLED 9-1-1 OR OTHERWISE CALLED OR CONTACTED AN EMERGENCY SERVICE PROVIDER.

YOU UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS ANY AND ALL RELEASEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR COST OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTION, AND LAWSUITS THEREFOR, IN LAW OR EQUITY, BY ANY THIRD PARTY, OR YOU OR ANY PERSON DESIGNATED BY YOU AS A MEMBER OF YOUR HOUSEHOLD, OR BY ANY OTHER PERSON OR PERSONS CLAIMING THROUGH YOU, INCLUDING BUT NOT LIMITED TO YOUR PERSONAL REPRESENTATIVES, SPOUSE, ASSIGNS, HEIRS OR NEXT OF KIN, FOR ANY LOSS, INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE DISCLOSURE OF ANY USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION, INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL, PRESENCE, CONDITION, OCCASION, DISCLOSURE, USE, NON-USE OR INABILITY TO USE SAFETOWN SERVICE AND USER SUBMISSIONS AND/OR SUBSCRIBER INFORMATION AND THE EQUIPMENT AND FACILITIES ASSOCIATED THEREWITH, INCLUDING, BUT NOT LIMITED TO, THE IDENTIFICATION OF YOU OR PERSONS DESIGNATED BY YOU AS MEMBERS OF YOUR HOUSEHOLD OR ANY OTHER PERSON.

YOU AGREE TO INDEMNIFY EACH RELEASEE FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND OTHER LEGAL EXPENSES) OF ANY KIND ARISING FROM OR ATTRIBUTABLE TO (A) ANY BREACH BY YOU OF THIS AGREEMENT; (B) YOUR REGISTRATION, SUBSCRIBER INFORMATION AND/OR USER SUBMISSIONS; (C) YOUR USE OF THE SITE AND/OR THE SERVICES RELATED THERETO; OR (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY OR ANY THIRD-PARTY CLAIM AGAINST A RELEASEE RELATING TO YOUR SUBSCRIPTION TO THE SAFETOWN SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERACT OR ANY OTHER RELEASEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FROM LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, OR LOSS DUE TO BUSINESS INTERRUPTION) FROM OR DUE TO THE USE, MISUSE OR INABILITY TO USE SAFETOWN SERVICE OR ANY USER SUBMISSIONS



AND/OR SUBSCRIBER INFORMATION, OR FROM ANY LOSS, LIABILITY, DAMAGE, OR COST ASSOCIATED WITH INTERACT OR ITS SAFETOWN SERVICE, FACILITIES AND EQUIPMENT, EVEN IF INTERACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT THE USE OF SAFETOWN SERVICE IS AT YOUR SOLE RISK AND THAT SAFETOWN IS PROVIDED SOLELY ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS.

INTERACT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, DUTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES, DUTIES OR CONDITIONS OF GOOD FAITH, REASONABLE CARE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, RELIABILITY, AVAILABILITY, COMPLETENESS, ACCURACY, RESULTS, WORKMANSHIP, WORKMANLIKE EFFORT, LACK OF VIRUSES, LACK OF NEGLIGENCE, PERFORMANCE DESPITE LOSS OF ELECTRICAL POWER, SUITABILITY, OR NON-INFRINGEMENT, PERTAINING TO SAFETOWN SERVICE AND THE PROVISION OR FAILURE TO PROVIDE SAFETOWN SERVICE OR SUPPORT OR INFORMATION FOR SAFETOWN SERVICE OR OTHER SERVICES, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF ANY WARRANTY OR DUTY, BY INTERACT OR ANY RELEASEE.

IF IT IS SHOWN THAT, DUE TO ITS SOLE FAULT, INTERACT FAILED TO MAKE A GOOD FAITH EFFORT TO MAKE THE SAFETOWN SERVICE AND/OR USER SUBMISSIONS AND/OR SUBSCRIBER CRITICAL CARE INFORMATION AVAILABLE TO EMERGENCY SERVICE PROVIDERS WHEN A 9-1-1 CALL WAS MADE FROM A SUBSCRIBER PHONE DURING AN EMERGENCY, OR IN RESPONSE TO A QUERY INITIATED BY AN EMERGENCY SERVICE PROVIDER, INTERACT'S ENTIRE LIABILITY SHALL BE LIMITED, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY WILL AT ALL TIMES BE LIMITED, TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO INTERACT FOR USE OF THE SERVICES DURING THE TERM OF MEMBERSHIP, OR (B) \$100.

YOU AS A SUBSCRIBER EXPRESSLY AGREE THAT EACH OF THE FOREGOING PROVISIONS OF THIS SECTION OF THE AGREEMENT IS INTENDED TO BE AS COMPLETE, UNCONDITIONAL, BROAD AND INCLUSIVE AS LEGALLY PERMITTED BY APPLICABLE LAW.

## **SUBSCRIBER PHONE NUMBER VALIDATION**

To help protect Subscriber privacy, InterAct reserves the right to validate subscriptions, through means of its own choosing, which may include calling Subscribers to validate their Subscriber Phone Number(s) and/or sending subscribers SMS text messages. As a Subscriber, you agree that InterAct may contact you to validate your Subscriber Phone Number(s). You also agree that if another Subscriber validates that they are in possession of a phone which you had previously registered, the phone will be removed from your account and assigned to the other Subscriber. InterAct will attempt to notify you of this change via email but cannot guarantee your receipt of the message.

## **SERVICE TERMINATION AND SUSPENSION**

You may terminate your SafeTown Service at any time by clicking on the "Remove Account" link on the SafeTown Web page. You can also modify or terminate part of your service by removing Subscriber Phones, Households, people or pets at any time by using the Delete Information buttons on the Page containing the information that you would like removed. Where applicable, you may also prevent your Subscriber Information from being returned in response to Emergency Service Provider queries by adjusting your account settings. If you terminate all or a part of your SafeTown Service, or if your SafeTown Service is terminated for any other reason, then InterAct will no longer provide Subscriber Critical Care Information associated with the terminated service to Emergency Service Providers in the event of a 9-1-1 call, or a data query made by an Emergency Service Provider.

InterAct will suspend or terminate SafeTown Service for phone numbers that are no longer valid. InterAct reserves the right to suspend or immediately terminate SafeTown Service to any Subscriber whose acts or pattern of activity interferes or threatens to interfere in any manner with any Emergency Service Provider's or InterAct's ability to provide SafeTown Service to its Subscribers or Emergency Service Providers. You agree that InterAct may immediately terminate your SafeTown subscription in the event that you breach any provision of this Agreement.

In addition to any other legal or equitable remedies, InterAct may, at its discretion and without prior notice to you, immediately terminate the Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the site and InterAct shall, in addition

to any other legal or equitable remedies, immediately revoke your Subscription to the use of this Site in whole or in part. Any termination of this Agreement shall not affect InterAct's rights arising before the date of termination.

InterAct may maintain Subscriber Critical Care Information on its archived databases for up to 18 months after an account is deleted, including for the purpose of use in connection with any criminal, civil or other legal action.

## **INFORMATION EXCHANGE WITH TELEPHONE SERVICE PROVIDERS**

InterAct reserves the right, but shall have no obligation, to verify through exchange of information with the Telephone Service Provider(s) for your Subscriber Phone(s) information relevant for the provisioning of SafeTown Service, as well as the provisioning of mobile phone location capabilities. This information may include verification of SafeTown Subscriber Account Information, whether a Subscriber Phone Number is still active, whether InterAct is authorized to retrieve location for a Subscriber Mobile Phone Number, whether the Telephone Service Provider for a Subscriber Phone has changed, Telephone Service payment records for delinquent accounts that are billed through the Telephone Service Provider, and/or the address of any Household associated with any Subscriber Phone or Subscriber Phone Number. By entering into this Agreement, you authorize InterAct to obtain and exchange such information, should InterAct elect to do so, from the Telephone Service Provider associated with any and all Subscriber Phone Number(s).

## **INFORMATION EXCHANGE WITH GEOGRAPHIC DATA PROVIDERS**

InterAct reserves the right, but shall have no obligation, to verify through the exchange of information with Geographic Data Providers, the physical addresses you provide as part of your Subscriber Information. This exchange of information may include the descriptive (sometimes referred to as the "civic" or "mailing") address, the geographic coordinates associated with the descriptive address, and maps associated with the provided address or geographic coordinates. While this information may be used to enable and/or improve the quality of address data within SafeTown, it is the sole responsibility of the Subscriber to ensure the descriptive addresses and associated geographic coordinates provided as part of your Subscriber Critical Care Information are accurate.

## **OWNERSHIP AND COPYRIGHT**

All text, graphics, photographs or other images, button icons, audio clips, logos, slogans, trade names or word software and other contents on the website of SafeTown (collectively, "Content"), belongs exclusively to InterAct or its appropriate content suppliers or participating agencies. You may not use, reproduce, copy, modify, transmit, display, publish, sell, license, publicly perform, distribute or commercially exploit any of the Content or otherwise dispose of any of the Content in a way not permitted by InterAct, without InterAct's express prior written consent. The use of data mining, robots, or similar data gathering and extraction tools on SafeTown as well as the use of InterAct trademarks or service marks in meta-tags is strictly prohibited. You may view and use the Content only for your personal information and for no other purpose. The collection, arrangement, and assembly of all content on this site (the "Compilation") belong exclusively to InterAct. You may not use InterAct's Content or Compilation in any manner that disparages or discredits InterAct or in any way that is likely to cause confusion or violation of any applicable laws or regulations. All software used on this Site (the "Software") is the property of InterAct and/or its Software suppliers. The Content, the Compilation and the Software are all protected under state, national and international copyright laws. All rights not expressly granted are reserved by InterAct. Violators will be prosecuted to the full extent of the law. The Site may revoke any of the rights described herein and/or your access to the Site, or any part thereof, including the blocking of your IP Address, at any time, in its sole discretion, without prior notice.

## **MISCELLANEOUS PROVISIONS**

**YOU UNDERSTAND AND AGREE THAT NOTWITHSTANDING ANY USER SUBMISSIONS AND/OR INFORMATION STORED VIA, OR PROVIDED TO, SafeTown™, InterAct™ AND/OR THIS WEBSITE, SafeTown™ AND InterAct™ ARE NOT HEALTH CARE PROVIDERS OR BUSINESS ASSOCIATES OF A HEALTH CARE PROVIDER**

If there is any dispute between you and InterAct about or involving the Services or these Terms, you agree that the dispute will be governed by the laws of the State of North Carolina without regard to its conflict of law provisions and you also agree to personal jurisdiction by and venue exclusively in the state and federal courts of the State of North Carolina.

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, such provision will be interpreted so as to be enforceable to the fullest extent permissible and, to the extent unenforceable, will be severed from the Agreement, and the remainder of the Agreement will continue in full force and effect.

Date of Last Revision: August 26, 2013

InterAct reserves the right to modify any portion of this Terms of Service Agreement at any time by posting the revised Terms of Service Agreement on the Web site referred to above. The date of the latest change will be reflected in the Date of Last Revision located at the top of the terms of service. Your continued subscription to the SafeTown Service following any such posting constitutes your acceptance of the revised Terms of Service Agreement.

InterAct reserves the right to send any and all communications pertaining to SafeTown Service to Subscribers by electronic mail, with no obligation to provide notice by U.S. Mail or any other means even if its attempt to transmit such communication to a Subscriber's electronic mail address fails for any reason. InterAct may, but is not obligated to, undertake repeated efforts to send such communications to Subscribers by electronic mail if it receives notification that the attempted electronic mail communication failed for any reason.

This Agreement constitutes the entire agreement between you and InterAct with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by InterAct.

InterAct may assign this Agreement, including without limitation to any successor or assignee of InterAct in the event of a sale or transfer of InterAct or the SafeTown Service. You are not permitted to assign this Agreement without the prior written consent of InterAct.

The failure by InterAct to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Any provision of this Agreement that by its nature should survive the termination of your subscription to the SafeTown Service, including without limitation the provisions of the Section above entitled "SERVICE LIMITATIONS, EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES, EXCLUSION OF WARRANTIES, RELEASE, INDEMNIFICATION, LIMITATIONS OF LIABILITY, AND EXCLUSIVE REMEDY", shall survive any such termination without limitation.

The section headings in this Terms of Service Agreement are provided solely for the convenience of the reader and do not constitute or modify the Terms of Service of this Agreement.

Compliance with Children's Online Privacy Protection Act ("COPPA"): You represent and warrant that you understand that InterAct does not market to, or seek or expect or have any reason to expect any contact or information or registration from, any person under eighteen (18) years of age. You further represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that, if you are registering for or providing any information for a child under fourteen (14) years of age, you are the parent or legal guardian of such child, and that you are authorized to provide Subscriber Critical Care Information for such child.

You represent and warrant that you are eighteen (18) years of age or older and legally authorized to provide to SafeTown User Submissions and/or Subscriber Critical Care Information for any person whom you have designated as part of your Household and that such Subscriber Critical Care Information does not infringe or invade the privacy of any such person.

You understand and agree that InterAct may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of your membership. Your ability to opt out of these communications will be governed by applicable laws and InterAct's policies.

Additional terms regulating the handling of Subscriber personal information are contained in the SafeTown Privacy Policy located at [www.safetown.org](http://www.safetown.org). By accepting this Agreement, you are also acknowledging that you have reviewed and are accepting the SafeTown Privacy Policy.

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that InterAct is not responsible for the operation of or content located on or through any such site, and you agreed and understand that use of any such site is entirely at your own risk.

You hereby acknowledge and recognize InterAct's substantial investments in the Site such that a violation of this Agreement by you will result in irreparable harm to InterAct for which money damages or other legal remedies may not adequately compensate. Accordingly, in the event of a violation of this Agreement, InterAct shall be entitled to equitable remedies, including without limitation preliminary and permanent injunctive relief, and you explicitly agree InterAct will not be required to make a showing of irreparable harm or post or secure a bond in order to obtain relief.

## **NOTICES**

Except as otherwise stated, any notice to InterAct shall be given by certified mail to COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems, 102 W. 3<sup>rd</sup> Street, Suite 750, Winston-Salem, NC 27101, (or by e-mail to legal@interact911.com). Notice shall be considered given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

**YOU AS A SUBSCRIBER AGREE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND VOLUNTARILY AGREE TO, ALL OF THE ABOVE TERMS AND CONDITIONS OF SERVICE.**